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Schedule 36 (Intellectual Property Rights)

1. Intellectual Property Rights

1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.

1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.3. Licences granted by the Supplier: Supplier Existing IPR

1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.

1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:

1.3.2.1. or any End User to use and receive the Deliverables; or

1.3.2.2. to use, sub-license or commercially exploit the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's or any other Service Recipient's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.4. Licences granted by the Supplier: FDI Data IPR

1.4.1. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, worldwide license which shall be transferable and/or sub-licensable to Service Recipients to use and change the Supplier's FDI Data IPR to enable it to both:

1.4.1.1 receive and use the Deliverables for the purposes set out in this Contract; and

1.4.1.2 make use of the deliverables provided by a Replacement Supplier

being the "**FDI Data IPR Licence**".

1.4.2. The Buyer and any Service Recipient may publish (including but not limited to internally within Government) the FDI Data IPR in the form of anonymous and non-disclosive findings to support its policy and decision making and to inform the general public.

1.4.3. The Buyer shall not sell, re-sell, license (other than as set out in this Contract) or market the FDI Data IPR in whole or in part.

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1.5. Licences granted by the Buyer and New IPR

- 1.5.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.5.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.5.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.6. Third Party IPR

- 1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:
 - 1.6.1.1. notify the Buyer in writing; and
 - 1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.7. Termination of licences

- 1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3, the FDI Data IPR Licence granted pursuant to Paragraph 1.4 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.
- 1.7.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR, the FDI Data IPR Licence or Third Party IPR on terms equivalent to the Supplier Existing IPR

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Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

- 1.7.3. Any licence granted to the Supplier pursuant to Paragraph 1.5 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
- 1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.7.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

1.8. **Statistics and Registrations Service Act 2007**

- 1.8.1. By signing this Contract, the Supplier agrees to accept the UK Statistics Authority’s “Perpetual Requirement” being an irrevocable, royalty-free, non-exclusive, perpetual right for the Buyer to keep the FDI Data IPR downloaded beyond the expiry of the Contract to comply with the Buyer’s obligations under the UK Code of Practice for Official Statistics as prescribed within the Statistics and Registrations Service Act 2007.

ANNEX 1: NEW IPR

Name of New IPR	Details